

National Park Service  
U.S. Department of the Interior

Ozark National Scenic Riverways  
Van Buren, Missouri



## **Solicitation: An Opportunity for Agricultural Hay Field Special Use Permits**



# SOLICITATION

## AGRICULTURAL SPECIAL USE PERMITS (SUP)

Ozark National Scenic Riverways  
National Park Service  
Midwest Region

SOLICITATION ISSUED: February 17, 2017

**BIDS DUE: March 24, 2017**

Sealed bids must be received by the National Park Service no later than 4:00 pm of the due date listed above and should be addressed to:

Ozark National Scenic Riverways  
ATTN: Kimberly Houf  
P.O. Box 490  
Van Buren, MO 63965

Solicitation Opportunity  
For  
Agricultural Special Use Permits  
Ozark National Scenic Riverways

The National Park Service (NPS) intends to award seven (7) Special Use Permits for parcels within portions of Ozark National Scenic Riverways in Shannon and Dent County. In each parcel being offered, agricultural use is limited to hay cutting. The Bid Sheet, parcel description, and maps regarding each parcel are attached to this Solicitation. Special Use Permits (SUP) will be awarded based on the following criteria: (1) Ability to perform the work; (2) Interest in and knowledge of the agricultural permit program within the park; and (3) The required minimum bid is met.

The Service is conducting this Solicitation for Agricultural SUP in accordance with 16 United States Code 1-4 and 36 Code of Federal Regulation Parts 1 –7.

In the event of any inconsistency between the terms of this Solicitation and 36 Code of Federal Regulation Parts 1-7, 36 Code of Federal Regulation Parts 1-7 will prevail. In the event of any inconsistency between the description of the terms contained in this Solicitation and the Special Permit itself, the terms of the SUP will prevail.

Bidders are responsible for undertaking appropriate due diligence with respect to this Agricultural SUP opportunity. All of the statements made in this Solicitation regarding the nature of the opportunity and its likely future are only opinions of the National Park Service. Offerors may not rely on any representations of the Service in this regard.

Term and Effective Date

The effective date for each permit is estimated to be April 3, 2017. The expiration date of each permit will be December 31, 2018.

Minimum Bids

Minimum acceptable bids are listed on the Attachment 1.

Wildlife Habitat Enhancement

Wildlife habitat enhancement activities are designed to enhance the habitat value of agricultural fields for both game and non-game species. Some parcels have or may potentially receive field restoration activities to included treatment for invasive exotic plant species and establishment of native warm season grasses, cool season legumes and/or grasses.

Permit Conditions

See SUP and conditions (Attachment 2). The bidder is responsible for reviewing the SUP and specifically the terms and conditions of the permit, including any exhibits, to determine the full

scope of the permittee holder's responsibilities under this permit. Soil tests are taken by the permittee as outlined in the permit conditions. The permit holder is responsible for applying the minimum recommended amounts of fertilizer and lime. No reimbursement will be provided to the permittee for the expense of fertilizer and lime.

### Maps

(See Attachment 3). Bidders are responsible for determining the condition of fields and access roads before submitting a bid and accept those conditions "as is." All fields are open to limited public use by foot traffic only. Vehicle access is restricted in some fields and permit holders will be required to maintain a lock on the access gates to the restricted fields. NPS will also maintain a lock on the gate. Agricultural permits are for the specific agricultural use only and do not authorize any other form of use by the permit holder. Road work is not to be completed by permittee without prior approval from the Superintendent or his representative.

Maps indicating the locations of available fields are attached. Fields are identified by lot number which is found on the bid list and on each map.

### Field Viewing

It is strongly suggested that bidders view fields prior to submitting a bid. There will not be park staff available for opening gates for viewing opportunities. Parcels located behind locked access gates will have to be accessed on foot.

### How to Submit a Bid

1. Complete all 3 pages of Attachment 1, Solicitation Application.
2. Send the **signed** and **dated** Solicitation Application (3 total pages) in a sealed envelope with the following marked on the outside of the envelope:

"AG SUP SOLICITATION PROPOSAL, MAILROOM DO NOT OPEN"  
Ozark National Scenic Riverways  
ATTN: Kimberly Houf  
P.O. Box 490  
Van Buren, MO 63965

3. Show your name and address in the upper left-hand corner of the envelope.
4. The NPS must receive your bid by the time and date and at the address shown above. NPS is not responsible for mail delivery by the United States Postal Service.

Your bid will not be accepted if:

1. Your Bid Form was not received by the NPS by the deadline as described in this Solicitation.
2. Your Bid Form was not signed and dated.

### Notification of Successful Bid

1. The National Park Service will notify the successful bidder by phone, within seven (7) working days after the bid opening. A Special Use Permit (SUP) will be mailed to the successful bidder for review and signature. A completed SUP and a non-refundable \$50.00 cost recovery application fee must be enclosed with the completed SUP form within (7) working days from receipt of notice. A check, money order, or cashier's check made payable to the Department of Interior are acceptable forms of payment and are mailed to:

Ozark National Scenic Riverways  
ATTN: Kimberly Houf  
P.O. Box 490  
Van Buren, MO 63965

2. If the successful bidder fails to submit a completed SUP form and pay the \$50 cost recovery application fee within the time frame specified in this Solicitation, the National Park Service may select another successfully responsive bidder for award of the SUP, or will cancel the selection.

### SUP Issuance

1. Upon receipt of the completed SUP Application form and payment, the Service will issue the SUP. SUP payments are due annually.

### Additional Information

If you have any questions please contact: Kimberly Houf at 573-323-4941

### Attachments:

- Attachment 1: Application and Bid Form Packet (3 pages)
- Attachment 2A: Permit Conditions for Lots 1-3 & 5-7 (4 Pages)
- Attachment 2B: Permit Conditions for Lot 4 (4 pages)
- Attachment 3: Maps With Directions (9 pages)

## RETURN WITH BID

Attachment #1

### 2017 Ozark National Scenic Riverways Agriculture SUP Solicitation Application

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Best Time to Be Reached: \_\_\_\_\_

Please carefully read the permit and conditions in order to answer the following questions. You may attach additional pages for your response. Please answer all questions completely. Your responses will be scored with a point value system as shown below. The final Point Value System score will be based on the sum of each individual component. Therefore please be thorough in your answers.

#### Point Value System for Each Component

<b>0</b> = No questions answered	<b>1</b> = Less than half of all components answered	<b>2</b> = Half or more of all components answered	<b>3</b> = All components fully answered
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#### COMPONENT: OPERATION EXPERIENCE (0-3 points)

(1) Describe how your agricultural experience will help you effectively carry out the requirements of an Agricultural Special Use Permit. Please be certain to include (2) the number of years of experience in all agricultural operations, (3) locations and (4) types of equipment operated.

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#### COMPONENT: ABILITY TO PERFORM WORK (0-3 points)

Have you ever held an Agricultural Special Use Permit with the National Park Service? *Yes or No* (circle one). If you answer yes please answer the 3 subset questions. If you answer *no*, you will not be penalized for being unable to answer the subset questions.

- i. Please provide the dates in which you held a permit? \_\_\_\_\_
- ii. Were you consistent in providing park staff copies of your soil sample results as outlined in the conditions of your permit? Please explain in detail.

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- iii. Did you meet annual lime and fertilizer application requirements as dictated by your soil samples and provide a copy of all application receipts to park staff? Please explain in detail. \_\_\_\_\_

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## RETURN WITH BID

Attachment #1

**COMPONENT: CONTRACTS AND/OR SUP's (0-3 points)**

What knowledge and/or experience do you have related to adhering to contracted/leased agricultural, farm and/or hay field related work?

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In your own words please explain why you are interested in obtaining an agricultural special use permit with the Park?

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Are you willing to follow the attached conditions if you are given a permit?

**OPTIONAL:** List any other information which you feel would help us in determining your qualifications or use this space to completely answer other questions.

[illegible]

# RETURN WITH BID

Attachment #1

## 2017 Ozark National Scenic Riverways Agriculture SUP Solicitation Application

**PLEASE SIGN THE BOTTOM OF THIS APPLICATION TO SUBMIT YOUR BID  
PLEASE WRITE IN YOUR BID ONLY FOR THE PARCELS YOU WISH TO BID ON.  
ALL BIDS WILL BE CONSIDERED.**

Parcel ID	Tract Number	Total Acres	Parcel Name	Minimum Bid	Per Acre Bid	Total Bid
<b>LOT 1</b> MWR-OZAR-1000-314	34-109/ 34-122	85	PUMMILL/ MCCORMICK	\$22.70 per acre \$1,929.50 total		
<b>LOT 2</b> MWR-OZAR-1000-317	08-108/ 08-105	10	NULL/ RANDOLPH	\$18.70 per acre \$187.00 total		
<b>LOT 3</b> MWR-OZAR-1000-315	09-119	25	HAAREN	\$15.00 per acre \$375.00 total		
<b>LOT 4</b> MWR-OZAR-1000-313	16-105	55	WEAVER *SEE CONDITIONS FOR SPECIAL HAYING INSTRUCTIONS	\$17.80 per acre \$979.00 total		
<b>LOT 5</b> MWR-OZAR-1000-318	05-118/05-128 /05-127/05-129	39	WILLIAM WALLACE	\$18.10 per acre \$705.90 total		
<b>LOT 6</b> MWR-OZAR-1000-316	03-120	70	RILEY/ GOULDSMITH/ COSSAIR	\$16.30 per acre \$1,141.00 total		
<b>LOT 7</b> MWR-OZAR-1000-319	02-113/02-115/02-122	35	MOONEY/KEDWEL / MURRAY	\$18.10 per acre \$633.50 total		

*I agree to pay the above bid amount if chosen and abide by all conditions of the  
Agriculture Special Use Permit.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**OZARK NATIONAL SCENIC RIVERWAYS  
AGRICULTURAL (HAYING) PERMIT CONDITIONS**

**LOTS 1-3 & 5-7**

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.
3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

**NONDISCRIMINATION.** If use of the resource covered by their permit will involve the employment by the permitted of a person or persons, the permittee agrees as follows:

- (a) The permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.
- (b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the superintendent, advising the labor union or workers representative of the Permittees commitments under Section 202 of Executive Order No.11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) In the event of the Permittees noncompliance with the non-discrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

#### Conditions of Permit Appendix A

9. Rights of Improvements - Use by the permittee of the land covered hereby is subject to the right of the Superintendent to establish trails, roads, and other improvements and betterments over, upon, or through said premises, and further to the use by travelers and others of such roads and trails as well as of those already existing. If it is necessary to exercise such right, every effort will be made by the National Park Service to refrain from unduly interfering or preventing use of the land by the permittee for the purpose intended under this permit.
10. Construction - No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Superintendent, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.
11. Removal of structures and improvements - Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.
12. **Trees, limbs and/or other woody material that has fallen into the agricultural field may be removed and pushed to the edge of the field if it impairs the activities associated with this permit.**
13. Timber cutting - No timber may be cut or destroyed without first obtaining a permit therefore from the Superintendent, National Park Service.
14. Fire prevention and suppression - The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires

in the vicinity of any tract which may be used hereunder.

15. Soil erosion - The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
16. This permit may be altered, changed or amended by mutual written consent of the permittee and permitter.
17. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to person or persons and damage to property resulting from the privileges granted by this permit.
18. **The permittee will manage the lands covered by this permit by the following farming practices:**  
  
**The production of high quality legume/grass hay on those sections of the tract as determined suitable by the Superintendent or his authorized representative. The permittee agrees to establish a suitable legume/cool season or native grass where solid stands of low value grasses (i.e., fescue) are present, by methods approved by the Superintendent.**
19. **The permittee agrees to meet fertilizer and lime requirements based upon soil tests and recommendations of the Natural Resources Conservation Service Office for establishment and maintenance of high quality stands of mixed legume/grass hayland. Soil tests are to be done during the first year of the permit and two years thereafter. Permittee may need to perform soil tests as requested from the National Park Service as field restoration activities occur. Soil tests are to be paid by the permittee. Provide copies of weight tickets with analysis sheets of products applied and soil test results to Kim Houf at P.O. Box 490, Van Buren, MO 63965 by October 15 of each year.**
20. Land will not be disturbed within 300 feet of the river or major tributaries.
21. **Permittee will normally be allowed one cutting of hay between May 1 and September 15 each year on haylands covered by this permit. This permitted date range may be subject to change based on field restoration activities approved and/or performed by the National Park Service, resulting in more optimal cutting time frames. Additional cuttings will be authorized only by written permission from the Superintendent or his/her representative.**
22. Use of any chemical agents (herbicides - pesticides) will not be permitted on lease land except by prior written permission from the Park Superintendent.
23. The permittee is responsible for compliance with 40 CFR Part 170 which describes the EPA's Worker Protections Standards for Agricultural Pesticides.
24. No grazing or pasturing will be allowed on any land covered by this permit.
25. All machinery and harvested crops will be removed from the land covered by this permit immediately upon the completion of the harvest.
26. The permittee will in no way restrict or impede the public from participating in authorized recreational activities on leased lands.
27. The permittee shall have the option to renew this permit providing that all stipulations and regulations have been satisfactorily complied with and that the continuance of the permit is deemed to be in the best interest of the government.

28. The fees for agricultural use permits may be reviewed if they have not been competitively bid for a period of over five years. Minimum fees may be subject to change upon comparison of adjusted fair market value rates. If a new fee is established, the current permittee will have the opportunity to renew this permit without competition, providing that all stipulations and regulations have been complied with and that the continuance of the permit is deemed to be in the best interest of the government.

In accordance with and under the terms of new regulations published in the Federal Register on March 23, 1973, (38 F.R. 7564), no Government-owned land will be eligible to participate in set-aside programs, and no commodity produced on Government-owned land will be eligible for price support.

At such time as the Agricultural Use Permit System is adopted pursuant to National Park Service Guideline 53, and subject to the agreement of the permittee, this permit shall be converted and replaced by the Agricultural Use Permit, subject to all of its terms and conditions, to run for the remainder of the five (5) years from the date of issuance.

**OZARK NATIONAL SCENIC RIVERWAYS  
AGRICULTURAL (HAYING) PERMIT CONDITIONS**

**LOT 4**

**NOTE: Permit has been part of Missouri Department of Conservation Cooperative field restoration to include planting of alfalfa, orchard grass, crimson clover and ladino clover. See Condition #21**

1. The permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.

2. Damages - The permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the permittee is authorized to make of the land described in this permit.

3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.

4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.

5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.

6. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].

7. Permittee will comply with applicable public health and sanitation standards and codes.

8. The following provisions constitute Condition 4 in accordance with Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967.

**NONDISCRIMINATION.** If use of the resource covered by their permit will involve the employment by the permitted of a person or persons, the permittee agrees as follows:

(a) The permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Permittee agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the Superintendent setting forth the provisions of this nondiscrimination clause.

(b) The Permittee will, in all solicitations or advertisements for employees placed by or on behalf of the Permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Permittee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the superintendent, advising the labor union or workers representative of the Permittees commitments under Section 202 of Executive Order No.11246 of September 24, 1965, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (d) The Permittee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Permittee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Superintendent and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (f) In the event of the Permittees noncompliance with the non-discrimination clauses of this permit or with any of such rules, regulations, or orders, this permit may be cancelled, terminated or suspended in whole or in part and the Permittee may be declared ineligible for further Government contracts or permits in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The permittee will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontract or purchase order as the Superintendent may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Permittee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Superintendent, the Permittee may request the United States to enter into such litigation to protect the interests of the United States.

#### Conditions of Permit Appendix A

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10. Construction - No building or other structure shall be erected under this permit except upon prior approval of plans and specifications by the Superintendent, National Park Service, and the premises and all appurtenances thereto shall be kept in a safe, sanitary, and sightly condition.
11. Removal of structures and improvements - Upon the expiration of this permit by limitation of time or its termination for any reason prior to its expiration date, the permittee, if all charges due the Government hereunder have been paid, shall remove within such reasonable period as is determined by the Superintendent, but not to exceed 90 days unless otherwise stipulated in this permit, all structures and improvements placed on the premises by him, and shall restore the site to its former condition under the direction of the Superintendent. If the permittee fails to remove all such structures and improvements within the aforesaid period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and the restoration of the site.
12. **Trees, limbs and/or other woody material that has fallen into the agricultural field may be removed and pushed to the edge of the field if it impairs the activities associated with this permit.**
13. Timber cutting - No timber may be cut or destroyed without first obtaining a permit therefore from the Superintendent, National Park Service.

14. Fire prevention and suppression - The permittee and his employees shall take all reasonable precautions to prevent forest, brush, grass, and structural fires and also shall assist the Superintendent in extinguishing such fires in the vicinity of any tract which may be used hereunder.
15. Soil erosion - The permittee shall take adequate measures, as directed and approved by the Superintendent to restrict and prevent soil erosion on the lands covered hereby and shall so utilize such lands as not to contribute to erosion on adjoining lands.
16. This permit may be altered, changed or amended by mutual written consent of the permittee and permitter.
17. The permittee agrees to hold the United States free and harmless from any and all claims for injuries to person or persons and damage to property resulting from the privileges granted by this permit.
18. **The permittee will manage the lands covered by this permit by the following farming practices:**  
  
**The production of high quality legume/grass hay on those sections of the tract as determined suitable by the Superintendent or his authorized representative. The permittee agrees to establish a suitable legume/cool season or native grass where solid stands of low value grasses (i.e., fescue) are present, by methods approved by the Superintendent.**
19. **The permittee agrees to meet fertilizer and lime requirements based upon soil tests and recommendations of the Natural Resources Conservation Service Office for establishment and maintenance of high quality stands of mixed legume/grass hayland. Soil tests are to be done during the first year of the permit and two years thereafter. Permittee may need to perform soil tests as requested from the National Park Service as field restoration activities occur. Soil tests are to be paid by the permittee. Provide copies of weight tickets with analysis sheets of products applied and soil test results to Kim Houf at P.O. Box 490, Van Buren, MO 63965 by October 15 of each year.**
20. Land will not be disturbed within 300 feet of the river or major tributaries.
21. **Management and Maintenance of Cool-Season (orchard & timothy grass) and Legumes (alfalfa)**
  - a. **INITIAL CUTTING TIME FRAME: Permittee will hay field(s) starting May 1<sup>st</sup> to help in the management of the alfalfa weevil. Multiple cuttings are allowed.**
  - b. **MANDATORY FINAL CUTTING TIME FRAME: August 1<sup>st</sup> – 15<sup>th</sup>.**  
**NOTE: The last harvest for alfalfa should be made 40 days before the anticipated date of the first killing frost.**
22. Use of any chemical agents (herbicides - pesticides) will not be permitted on lease land except by prior written permission from the Park Superintendent.
23. The permittee is responsible for compliance with 40 CFR Part 170 which describes the EPA's Worker Protections Standards for Agricultural Pesticides.
24. No grazing or pasturing will be allowed on any land covered by this permit.
25. All machinery and harvested crops will be removed from the land covered by this permit immediately upon the completion of the harvest.
26. The permittee will in no way restrict or impede the public from participating in authorized recreational activities on leased lands.

27. The permittee shall have the option to renew this permit providing that all stipulations and regulations have been satisfactorily complied with and that the continuance of the permit is deemed to be in the best interest of the government.
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